

In re:
Joseph J. Bender
Francine M. Bender
Debtors

Case No. 21-11328-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Jan 11, 2023

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

| Symbol | Definition |
|--------|--|
| + | Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP. |

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 13, 2023:

| Recip ID | Recipient Name and Address |
|----------|--|
| db/jdb | + Joseph J. Bender, Francine M. Bender, 19 Steeplechase Circle, Aston, PA 19014-1464 |

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 13, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 11, 2023 at the address(es) listed below:

| Name | Email Address |
|-------------------------|--|
| CHARLES GRIFFIN WOHLRAB | on behalf of Creditor Specialized Loan Servicing LLC cwohrlab@raslg.com |
| DAVID B. SPITOFISKY | on behalf of Joint Debtor Francine M. Bender spitofskybk@verizon.net spitofskylaw@verizon.net;spitofsky.davidb.r112243@notify.bestcase.com |
| DAVID B. SPITOFISKY | on behalf of Debtor Joseph J. Bender spitofskybk@verizon.net spitofskylaw@verizon.net;spitofsky.davidb.r112243@notify.bestcase.com |
| DENISE ELIZABETH CARLON | on behalf of Creditor Federal Home Loan Mortgage Corporation as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2021-1 bkgroup@kmlawgroup.com |
| DENISE ELIZABETH CARLON | |

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on behalf of Creditor FEDERAL HOME LOAN MORTGAGE CORPORATION bkgroup@kmlawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

MICHAEL PATRICK FARRINGTON

on behalf of Creditor Federal Home Loan Mortgage Corporation as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2021-1 mfarrington@kmlawgroup.com

MICHELLE J. CUNNINGHAM

on behalf of Creditor Spring Valley Estate Homeowners Association mcunningham@marcushoffman.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 9

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| | |
|--|-----------------------|
| Joseph J. Bender Francine M. Bender <u>Debtor(s)</u> | CHAPTER 13 |
| Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Loans Structured Transaction Trust, Series 2021-1 <u>Movant</u> | NO. 21-11328 ELF |
| vs. | 11 U.S.C. Section 362 |
| Joseph J. Bender Francine M. Bender <u>Debtor(s)</u> | |
| Kenneth E. West <u>Trustee</u> | |

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of December 1, 2022, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$11,037.65**. Post-petition funds received after December 1, 2022, will be applied per the terms of this stipulation as outlined here. The arrearage **breaks** down as follows;

Post-Petition Payments: May 2022 at in the amount of \$1,413.03/month;
June 2022 through December 2022 in the amount of \$1,513.50/month
Suspense Balance: (\$969.88)
Total Post-Petition Arrears \$11,037.65

2. Debtor shall cure said arrearages in the following manner:

a). Within fourteen (14) days of the filing of this Stipulation, Debtor shall an make an immediate lump sum payment in the amount of **\$11,037.65** to the Movant's payment address below:

Specialized Loan Servicing LLC
6200 Quebec St., Suite 300
Greenwood Village, Colorado 80111

3. Beginning with the payment due January 2023 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,513.50 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 19, 2022

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire
Attorney for Movant

Date: 12/22/2022



David B. Spitofsky Esquire
Attorney for Debtor(s)

Date: 1/6/2023

/s/LeRoy W. Etheridge, Esquire for *

Kenneth E. West, Esquire
Chapter 13 Trustee

**no objection to its terms, without
prejudice to any of our rights and
remedies*

ORDER

Approved by the Court this 11th day of January, 2022. However, the
court retains discretion regarding entry of any further order.



Bankruptcy Judge
Eric L. Frank